UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/675,252	09/29/2000	Satoshi Washizuka	1035-283	1246

23117 7590 12/19/2005	**EXAMINER**	
NIXON & VANDERHYE, PC	PATEL, JAGDISH	
901 NORTH GLEBE ROAD, 11TH FLOOR		
ARLINGTON, VA 22203	ART UNIT	PAPER NUMBER
	3624	

DATE MAILED: 12/19/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

		Application No.	Applicant(s)
Office Action Summary		09/675,252	WASHIZUKA ET AL.
		Examiner	Art Unit
		JAGDISH PATEL	3624

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>06 October 2005</u>.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>2-5,7,8,10-17 and 20</u> is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) <u>2-5,7,8,10-17 and 20</u> is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

        1.☐ Certified copies of the priority documents have been received.

        2.☐ Certified copies of the priority documents have been received in Application No. _____ .

        3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date <u>11/18/2005</u>.

4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .

5) ☐ Notice of Informal Patent Application (PTO-152)

6) ☐ Other: _____ .

DETAILED ACTION

1.   This communication is in response to amendment filed 10/6/2005.

Response to Amendment

2.   Claims 7, 16, 17 and 20 have been amended. Claims 2-5, 7-8, 10-17, and 20 are

currently pending.

Response to Arguments

3.   Applicant's arguments with respect to the amended claims have been considered but are

moot in view of the new ground(s) of rejections.

Claim Rejections - 35 USC § 102

3.   The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the

basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

4.   Claims 2, 16,17 and 20 are rejected under 35 U.S.C. 102(e) as being clearly anticipated

by Ashby (US Pub. No. 2002/0010685) (hereafter Ashby).

As per claim 16, Ashby teaches an accounting and reconciliation method which guarantees account reconciliation in purchase transactions between a buyer and a seller of a product or service, the method comprising:

(1) creating in an account reconciliation server based on the purchase request data sent from a buyer terminal for the buyer, credit data including information which specifies purchase transaction conditions for the product or service and sending the electronic credit data to a seller terminal for the seller, the credit data guaranteeing payment to the seller by the account reconciliation server for the product or service.

(para [0031] installment agreement between the buyer and seller representing a multi-stage payment plan and multi-stage deliverable plan.., para [0030] ..the server is accessible to buyers and sellers via the interface 32 and 34)

(2) storing the credit data;

(para [0031] memory 14 stores the installment agreement)

(3) comparing the stored credit data with acknowledgment data received from the buyer terminal, the acknowledgment data being issued by the buyer terminal when the buyer receives from the seller the product or service and the acknowledgment data indicating a product or service delivered from the seller to the buyer;

(para [0031] refer to the escrow procedure) and

(4) making payment for the product or service to the seller terminal when the content of the acknowledgment data satisfies the purchase transaction conditions described in the stored credit data.

(para [0031] refer to the escrow procedure, also refer to para [0042) for additional details)

As per claim 17, Ashby teaches an account reconciliation server which guarantees account reconciliation (refer to computer server depicted in Fig. 1, and further described at para [0029] in purchase transactions between a buyer and a seller of a product or service, the account reconciliation server comprising:

a communicating circuit for establishing communications with each of a buyer terminal of the buyer and a seller terminal of the seller;

(Figure 1, and para [0029] Internet communication interface 34)

credit data creating means for (a) creating, based on purchase request data received from the buyer terminal, credit data including information which specifies purchase transaction conditions for the product or service, and (b) sending the credit data created to the said seller terminal, the said credit data guaranteeing payment to the seller by the account reconciliation server for the product or service;

(para [0031] installment agreement between the buyer and seller representing a multi-stage payment plan and multi-stage deliverable plan.., para [0030] ..the server is accessible to buyers and sellers via the interface 32 and 34)

credit data storing means for storing the credit data;

(see Figure 1 memory 14)

data comparing means for comparing the stored credit data with acknowledgment data received from the buyer terminal- the acknowledgment data (a) being issued by the

buyer terminal when the buyer receives from the seller the product or service. and (b)

indicating a product or service delivered from the seller to the buyer;

(para [0031] refer to the escrow procedure, also refer to para [0042) for additional

details)

and

paying means for making payment for the product or service to the seller terminal

when the content of the acknowledgment data satisfies the purchase transaction

conditions described in the stored credit data.

(para [0031] refer to the escrow procedure, also refer to para [0042) for additional

details)

As per claim 20, Ashby teaches an accounting and reconciliation system

comprising:

a seller terminal for a seller; (inherent since the server 10 is accessed by buyers and

sellers via the Internet, refer to Figure 1 and para [0029])

a buyer terminal for a buyer, the buyer terminal sending purchase request data including

purchase transaction information which specifies purchase transaction conditions for a product or

service;

(buyer terminal is inherently disclosed in Ashby, per Figure 1, for purchase request data

refer to RFQ message described at para [0036])

an account reconciliation server which guarantees account reconciliation in purchase

transactions between the buyer and the seller of the product or service, the reconciliation unit

comprising:

communication circuitry for establishing communications with each of the buyer

terminal and the seller terminal; and

credit data creating means for (a) creating, based on the purchase

request data received from the buyer terminal, credit data including information which

specifies purchase transaction conditions for the product or service, and (b) sending the credit

data created to the seller terminal, the credit data guaranteeing' payment to the seller by the

account reconciliation server for the product or service;

credit data storing means for storing the credit data;

data comparing means for comparing the stored credit data with acknowledgment data

received from the buyer terminal the acknowledgment data (a) being issued by the buyer

terminal when the buyer receives from the seller the product or service and (b) indicating a

product or service delivered from the seller to the buyer; and

paying means for making payment for the product or service to the seller terminal when

the content of the acknowledgment data satisfies the purchase transaction conditions described in

the stored credit data.

(all elements of the reconciliation server have been analyzed as per claim 17 analyses)

Claim 2: Ashby fails to explicitly teach, however, Walker, in the same field of endeavor

teaches an accounting and reconciliation system which comprises a seller terminal which

includes an input device usable by the seller to input an estimate in response to an estimate

request from the buyer for a product or service to be supplied,

said seller terminal creates estimate data based on the estimate and sends the estimate

data to said buyer terminal, and

said buyer terminal receives the estimate data and creates the purchase request data based

on the received estimate data.

(refer to para [0036]).

Claim 3: The accounting and reconciliation system as set forth in claim 2 wherein:

said buyer terminal includes a display for displaying

content of the received estimate data, and an input device

usable the buyer to accept the content of the displayed

estimate data, and

said buyer terminal creates the purchase request data upon acceptance of the content of

the estimate data.

(refer to [0036] and [0058] contract manager, inherent to negation of services contract)

Claim 4: The accounting and reconciliation system as set forth in claim 3, wherein:

the estimate data contains information which specifies first and second payment methods,

and

said buyer terminal prompts the buyer via said display to confirm that the second

payment method may be used if the first payment method fails.

(refer to [0036] and [0058] contract manager, inherent to negation of services contract)

Claim 5: Ashby teaches an accounting and reconciliation

system which comprises a buyer terminal including an input

device usable by the buyer to input information which relates to

one or more of an effective period of the purchase request data,

delivery date of the product or service services, delivery

method of the product or service, possibility of separate

delivery, and due date of payment from a bank, and

said buyer terminal incorporates the input information in the purchase request data.

(para [0036], RFQ message).

Claims 7 and 8: Ashby discloses the purchase transaction conditions as recited (refer to

RFQ as discussed above).

Per claim 11: Ashby teaches a seller terminal that includes a processing system that

creates delivery data based on content of credit data, and communication circuitry that sends the

delivery list to said buyer terminal;

(para [0051] ..the processor is configured to receive service request from the buyer,

..available from service seller and if the service seller is willing to provide service within the

specified parameters to execute the transaction.)

Per claim 12: wherein the acknowledgement data contains information which relates to

whether product or service listed in the delivery list data has been supplied to the buyer (para

[0043] steps 62 and 64).

Per claim 13: Ashby teaches a seller terminal that includes communication circuitry that

sends receipt data to said reconciliation unit when the payment data is received and the

processing system of the reconciliation unit bills the buyer fro the product for the product or

service after receiving the receipt data.

(para [0042] Figure 6, "payment plan and deliverables plan")

Claim Rejections - 35 USC § 103

5.   Claim 10, 15 is rejected under 35 U.S.C. 103(a) as being unpatentable over Ashby as

applied to claim 2 above, and further in view of Walker.

6.   Per claim 10, Ashby fails teach, however, Walker, in the same field of endeavor teaches

the seller terminal includes a processing system, and an input device usable by a seller to confirm

content of the credit data received from a reconciliation unit; and

> the processing system ..destroys the credit data, terminates supply of the product or the
>
> service, and changes the purchase transaction conditions when there is no confirmation
>
> by the seller with regard to the content of the credit data.
>
> (col. 17 L 36-41, col. 16 L 46 "expiration date" to the CPO)
>
> It would have been obvious to one of ordinary skill in the art at the time of the invention

to incorporate the seller terminal having the claimed features because this would enable the seller

to approve the credit worthiness of and pricing offered by a buyer and eliminate sensitive credit

data of the buyer for security reasons.

7.   Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over Ashby and in

view of official notice .

> Per claim 14, Ashby fails teach, however, official notice is taken maintaining payment

methods of customers by sellers for future purchase transactions is old and well known in the

commerce. For example, when good or merchandise is purchased form a merchant web site, a

record of credit card is maintained by the merchant for convenience and for future purchases.

The buyer is not required to provide the credit data repeatedly, thereby improving the reliability

of the credit information. It would have been obvious to one of ordinary skill in the art at the

time of the invention to incorporate this feature for the motivation provided.

Claim 15: Ashby fails teach, however, Walker, in the same field of endeavor teaches an

accounting and reconciliation system wherein the buyer terminal comprises a cellular phone.

(see col. 11 L 61+ Connection may also be provided by dedicated data lines, *cellular,*

Personal Communication Systems ("PCS"), microwave, or satellite networks).

Conclusion

8.   Applicant's amendment necessitated the new ground(s) of rejection presented in this

Office action. Accordingly, **THIS ACTION IS MADE FINAL.** See MPEP § 706.07(a).

Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period

will expire on the date the advisory action is mailed, and any extension fee pursuant to 37

CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from the date of this
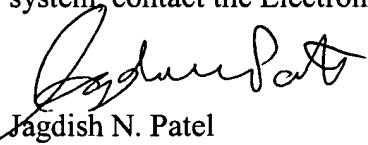
final action.

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to JAGDISH PATEL whose telephone number is (571) 272-6748.

The examiner can normally be reached on 800AM-600PM M-Th.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Vincent Millin can be reached on (571) 272-6747. The fax phone number for the

organization where this application or proceeding is assigned is 517-273-8300.

Information regarding the status of an application may be obtained from the Patent

Application Information Retrieval (PAIR) system. Status information for published applications

may be obtained from either Private PAIR or Public PAIR. Status information for unpublished

applications is available through Private PAIR only. For more information about the PAIR

system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR

system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Jagdish N. Patel
(Primary Examiner, AU 3624)
12/7/05